

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
September 23, 2014
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Minutes, September 9, 2014
- B. Travel Requests
- C. Special Budget Resolution 2014-945 Airport Fund
- D. Authorized Participation Agreement with San Juan County for Pictometry License Agreement
- E. Library Services Agreement with San Juan County
- F. Senior Citizen Services Agreement with San Juan County
- G. Red Apple Transit Agreement

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"

IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting – this section is for items not otherwise listed on the agenda)

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

XI. **BUSINESS ITEMS**

A. Bid 2014-396 Pedestrian Trail Change Order #2

XII. **LAND USE HEARING**

XIII. **CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

XIV. **DEPARTMENT REPORTS**

(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XV. **ADJOURNMENT**

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CITY OF AZTEC
COMMISSION MEETING MINUTES
September 9, 2014

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:04pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Chief, Mike Heal

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was let by Electric Department Director, Ken George

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Mayor Pro-Tem, Sherri Sipe; Commissioner Katee McClure; Commissioner, Sheri Rogers; Commissioner Roberta Locke

Members Absent: None

Others Present: City Manager, Joshua Ray; City Clerk, Karla Saylor, Project Manager, Edward Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Commissioner Locke, SECONDED by Mayor Pro-Tem Sipe to Approve the Consent Agenda as Presented

VI. PROCLAMATION

Mayor Burbridge read Proclamation declaring September 17-23, 2014 as National Constitution Week.

VI. CITIZEN RECOGNITION

None

VII. EMPLOYEE RECOGNITION

Josh mentioned that former Commissioner, Jerry Hanhardt called in to recognize the Public Works Department at the good work that was done in their neighborhood.

VIII. CONSENT AGENDA

MOVED by Mayor Pro Tem Sipe, SECONDED by Commissioner McClure to Approve the Consent Agenda with the exceptions of Item C, Airport Maintenance Grant and Entitlement Funds Transfer

- A. Commission Meeting Minutes, August 25, 2014
- B. Travel Requests
- C. Pulled
- D. Morris Right of Way Purchase

IX. ITEMS FROM CONSENT AGENDA

- C. Airport Maintenance Grant and Entitlement Funds Transfer

Josh mentioned that there are two items on this agenda item one being the Maintenance Grant and the second being the Entitlement Funds Release. He mentioned that Commission does not need to take any action on the second item which is the Entitlement Funds Release due to not having knowledge if Federal Government will be able to fund us for the upcoming year.

MOVED by Commissioner Locke, SECONDED by Commissioner Rogers to Approve the submittal of FY15 Airport Maintenance Grant

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Intent to Adopt Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs

Bil Homka, Community Development Director mentioned that this is in response the request of moratorium on fees charged to sign permits for Garage Sale Signs. He mentioned that the department proposes several changes to the Sign Code to address the garage sale sign and some other issues discovered

while reviewing the code as well. The Community Development Department intends to conduct further amendments to the Sign Code as well as the Zoning Code. Bil mentioned that it is imperative the garage sale moratorium be addressed to meet the moratorium's 180 day deadline as imposed in April. Community Development has issued 31 sign permits for garage sales since April 22, 2014.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve Intent to Adopt Ordinance 2014-439 Amending Articles II and IV of Chapter 20 Signs

A Roll Call Was Taken: Motion Passed 5-0

XII. LAND USE HEARINGS

Mayor Burbridge opened the Land Use Hearing for Application 2014-149 Variance Request and Application 2014-137 Zone Change. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

A. Application 2014-149 Variance Request

Bil stated that this is a application to add additional advertisement items that currently are prohibited in Chapter 20 of Aztec's Sign Code. He mentioned that the applicant would like to put up two banners to encourage business to stay in Aztec at the business of Big O Tire.

Applicant, Eric Edgerton mentioned that the four banners he would like to put up to advertise business will be up during daytime hours only. He mentioned that he feels that this would be good advertising and promoting business to stay in the City of Aztec.

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Deny this variance due to the Findings of Face listed in the staff summary

A Roll Call Was Taken: Motion Passed 4-1

B. Application 2014-134 Zone Change

Bil mentioned that this application is a zone change request to change property located within a Mobile Home Park that is presently zoned PUD to R-1 Single Family. He mentioned that the personal residence sits within the park but is located at the easterly edge of the property, away from Ruins Road and north of Buckele Lane. Therefore the property would require an easement of access to be granted and recorded through the existing mobile home park.

Applicant Jerry Parker mentioned that he would like to do this because he is trying to set up his estate so that the Mobile Home Park is a separate piece of real estate from his personal residence.

MOVED by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to TABLE the Zone Change request until Commission Meeting September 23, 2014

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Josh reported that the City has been approved for the YCC Grant for next year. They will be scheduled to work at Florence Park next year. He also mentioned that he attended the NMML Annual Conference and mentioned that it was a very positive conference. Josh will be attending the IMCA conference next week. He will be out of the office.

Mayor Burbridge reported that she attended the NMML Annual Conference and mentioned that there was a positive comment on our YCC program. She mentioned that Senator Heinrich was in town on Friday September 5th and visited the Aztec Ruins and the Pedestrian Bridge. She mentioned that her, Josh, Mayor Pro-Tem Sipe and Commissioner Rogers visited with him and members of staff from the Ruins. The Mayor mentioned that she will be having lunch with the Chaffee's and mentioned that she was introducing them to Ray Hagerman from Four Corners Economic Development as they continue to move forward with development in the area. She also mentioned that there is a Public Meeting on September 10th at City Hall at 6:30 pm on the North Main Avenue project on Land Use Options. She mentioned that there will be a NMDOT workshop in Farmington at the Civic Center on Thursday September 11th at 10:00 am in Exhibit Hall A specifically based on freight issues. The Mayor asked if any of the Commissioners could be available to attend the Get Pinked Rally on October 4th at 2:30pm McGee Park. Commissioner Locke and Commissioner Rogers stated that they could be available to attend.

Mayor Pro Tem Sipe mentioned that the NMML Conference was very helpful and interesting. She mentioned that Mayor Burbridge was elected as Treasurer of the NMML.

Commissioner McClure reported that September is National Hunger Awareness Month and mentioned that any donations can be made to ECHO food bank. She mentioned that she cannot be on the San Juan Water Commission Board due to time conflicts. She mentioned that Bob Oxford will be the Alternated for the City.

Commissioner Locke mentioned that she purchased food at the Habenero Grill a new restaurant in the City. She also thanked Police Chief, Mike Heal for the Police escort for her mother's funeral.

Commissioner Rogers mentioned that she attended a retreat for Leadership San Juan. She mentioned that she attended the San Juan County Commission meeting. She mentioned that she would not be able to attend the San Juan County Safe Communities meeting on Thursday.

XVII. ADJOURNMENT

MOVED by Mayor Pro-Tem Sipe to adjourn the meeting at 7:34 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: September 23, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (B)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Finance
ACTION REQUESTED: Information Only
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- No travel requests have been received by the Finance Department for inclusion on the September 23, 2014 agenda.

FISCAL INPUT (Finance Department)

- None

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: No action required – information only

Staff Summary Report

MEETING DATE: September 23, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Special Budget Resolution 2014-945 Airport Fund

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: APPROVAL
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Airport Management Agreement with Pat Arnold terminated August 31, 2014
- City will manage the Aztec Municipal Airport until a new management agreement is negotiated.
- Leases have been negotiated with current airport tenants effective September 1, 2014
- Site leases have been negotiated with companies attached to airport towers.
- Fuel remaining on site has been purchased from Pat Arnold. Fuel tank has been inspected. Further investigation continues for an automated fueling system. Fuel sales will continue requiring pilots to report purchases and payment to the City. City staff has contacted NM TRD to determine requirements in reporting fuel sales.
- Maintenance of airport facilities by city staff and vendors continues.

FISCAL INPUT / FINANCE DEPARTMENT

- Revenues and Expenditures associated with operating the airport through June 30, 2015 have been prepared. Projected revenue exceeding expenditures results in a budgeted increase to cash reserves by the end of 2015.

SUPPORT DOCUMENTS: Resolution 2014-945
Airport Budget Adjustment Detail

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Special Budget Resolution 214-945 Airport Fund

Acct #	Description	Adopted Budget	Resolution	Adjusted Budget
REVENUES:				
GRANTS				
270-4990-33017	FED: FAA AIP GRANT	760,500		760,500
270-4990-33547	ST: NM AVIATION CAPITAL	5,000		5,000
270-4990-33548	ST: NM AVIATION MAINT	10,000	(1,000)	9,000
SALES				
270-4990-34900	AVIATION FUEL SALES		79,200	79,200
MISCELLANEOUS				
270-4990-36400	RENTS: HANGER	900	15,900	16,800
270-4990-36401	RENTS: TIE DOWNS			-
270-4990-36402	RENTS: SITE LEASES		2,740	2,740
270-4990-36403	RENTS: HOUSING			-
270-4990-36914	REIMB OF EXPENDITURES	2,800	(2,800)	-
270-0000-36100	INTEREST ON INVESTMENTS	75		75
TRANSFERS IN				
270-9910-39101	TRANS: FROM GENERAL FUND	30,000		30,000
	TOTAL REVENUES	\$ 809,275	\$ 94,040	\$ 903,315

EXPENDITURES

SUPPLIES

270-4990-52100	FACILITY SUPPLIES & MATERIALS			
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SERVICES

270-4990-62100	FUEL PURCHASES		66,000	66,000
270-4990-63200	FACILITY MAINTENANCE		9,000	9,000
270-4990-65200	INS: PROPERTY	200		200
270-4990-65300	INS: GENERAL LIABILITY	2,500		2,500
270-4990-66100	UTIL: EL, WA, SW, TR		4,800	4,800
270-4990-66200	UTIL: NATURAL GAS OR PROPANE			-
270-4990-66300	UTIL: COMMUNICATION			-
270-4990-68110	RENT (BLM)	500		500
270-4990-69700	CONTINGENCY			-

NON CAPITAL GRANTS

270-4990-75110	GRNT: NM AVIATION MAINT	11,111	(1,111)	10,000
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CAPITAL:

270-4990-81000	LAND			-
270-4990-82100	CPTL: BLDS & IMPROVEMENTS			-
270-4990-85000	CPTL: OTHER IMPROVEMENTS	805,900		805,900

TOTAL EXPENDITURES	\$ 820,211	\$ 78,689	\$ 898,900
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**CASH RESERVE REQUIREMENT
(NEGATIVES INCREASE CASH
RESERVE)**

\$ 10,936	\$ (15,351)	\$ (4,415)
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RESOLUTION 2014-945
Special Budget Resolution
Appropriation of Funds for Aztec Municipal Airport
Fiscal Year 2014-2015

WHEREAS,the Aztec Municipal Airport provides the potential for economic development, tourism and recreational opportunities for the City of Aztec; and

WHEREAS, the Aztec Municipal Airport and local economy has benefited from federal and state funds invested in maintenance and capital improvements to airport infrastructure; and

WHEREAS, the City of Aztec, as owner of theAztec Municipal Airport, is responsible to maintain airport facilities as required by the FAA, to develop facilities and services to provide the opportunity for the airport to generate revenues to be self-sustaining; and

WHEREAS, the Airport Management Agreement terminated August 31, 2014, and while the City continues to pursue management of the airport by a third party, the City will manage operations beginning September 1, 2014 until a new agreement is negotiated; and

WHEREAS,the fiscal year 2014-2015 Adopted Budget did not include funds for the daily operations of the Aztec Municipal Airport; and

WHEREAS, the grant revenues and expenditures for the NM Aviation Division maintenance grant, application submittal approved by City Commission on September 9, 2014, were overstated in the fiscal year 2014-2015 Adopted Budget; and

NOW, THEREFORE, BE IT RESOLVED that the following special budget adjustment be made and approved.

	Airport Fund	Increase/(Decrease)
Revenue:		
Airport: Intergovernmental Revenue	270-4900-33548	(\$1,000)
Airport: Fuel Sales	270-4900-34900	\$79,200
Airport: Rents & Reimbursements	270-4900-36*	\$15,840
Expenditure:		
Airport: Services	270-4990-6*	\$79,800
Airport: Grants Expenditures	270-4990-7*	(\$1,111)

Passed, Adopted and Approved this 23rd day of September 2014.

SEAL

MAYOR SALLY BURBRIDGE

ATTEST:

KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE: September 23, 2014
AGENDA ITEM: VIII. CONSENT (D)
AGENDA TITLE: Authorized Participation Agreement with San Juan County for Pictometry License Agreement

ACTION REQUESTED BY: Approval
ACTION REQUESTED: City Staff
SUMMARY BY: Edward Kotyk and Kathy Lamb

PROJECT DESCRIPTION / FACTS

In February 2007, the City entered into an agreement with San Juan County to participate in the County's contract with Pictometry which has provided detailed aerial photography of San Juan County based on specific sectors identified and paid for by the agencies participating in the agreement.

San Juan County's contract with Pictometry is a renewable contract every two years which the County has renewed in 2009, 2011, and 2013. The participation agreement between San Juan County and City of Aztec identifies fees payable in the 2015 agreement of the amount of \$41,461.30. Costs to the City for 2009 - \$10,658, 2011 - \$11,783, 2013 - \$15,204.

The reason for the increase is that the staff has chosen to get updated Lidar with the standard mosaic aerial imagery. Lidar is topographic data which the City Engineer has requested so that future engineering projects can be done.

PROCUREMENT / PURCHASING

None

FISCAL INPUT / FINANCE DEPARTMENT

The FY15 Adopted Budget, General Fund, Project Management, includes funds specifically identified for the expanded aerial imagery services requested by the City Engineer.

Staff will evaluate the lidar product received (usefulness, reduced design costs on projects) to determine the frequency of updating the topographic data and future financial requirements.

SUPPORT DOCUMENTS: Authorized Participation Agreement with San Juan County

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Authorized Participation Agreement with San Juan County for Pictometry License Agreement

AUTHORIZED PARTICIPATION AGREEMENT

WHEREAS, San Juan County, New Mexico, (hereinafter referred to as "COUNTY") is contemplating entering into a License Agreement (hereinafter referred to as "the License Agreement" or "License Agreement") with Pictometry International Corporation (hereinafter referred to as "Pictometry") for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the County; and

WHEREAS, the USER has evaluated the contemplated Pictometry products and determined that those products would be beneficial to the USER and the governmental entities it serves; and

WHEREAS, COUNTY's contemplated License Agreement with Pictometry incorporates specific provisions under which Authorized Users can utilize licensed Pictometry products; and

WHEREAS, the USER, as a governmental entity within COUNTY's established boundaries, qualifies as an Authorized User under the aforementioned license agreement.

NOW, THEREFORE, COUNTY and USER agree as follows:

1. The USER is herewith designated as an Authorized User pursuant to the contemplated License Agreement by and between the COUNTY and Pictometry International Corporation, a copy of which is attached hereto and made a part hereof as if fully set forth herein.
2. COUNTY, in accord with the aforementioned License Agreement, shall:
 - A. Furnish the USER, in a mutually agreeable format, for its installation, those Licensed Products (including Licensed Software and Licensed Images) provided under the License Agreement, with such products and software being used solely for USER governmental purposes and exclusively on designated workstations/computers used and owned and/or leased by the USER;
 - B. Coordinate, organize, and arrange (as part of the initial implementation of the Licensed Pictometry Products provided herewith and in conjunction with the scheduled training of other Authorized Users) for Pictometry to train the USER's designated Authorized Users. Such training shall include End User training for all Authorized Users and a combination of End User and Advanced User technical training for designated Authorized Users from the USER.
 - C. Provide, as feasible and within COUNTY's capabilities and know-how, telephone technical support to help resolve issues and problems in the installation, maintenance, and use of the Licensed Products provided herewith. Should COUNTY be unable to timely or otherwise address and resolve the issues or problems, Pictometry will be contacted by COUNTY to directly provide the needed technical support and assistance; and
 - D. Notify the USER within ten business days after COUNTY receives notice from Pictometry of any Pictometry actions, conditions, or circumstances which could affect the USER's rights under this Agreement.
3. USER shall:
 - A. Be deemed both an agent of COUNTY and an Authorized User under the License Agreement and, as such, fully comply with and abide by all the applicable obligations and responsibilities of the License Agreement including, but not limited to, those regarding the use and distribution of Licensed Products;

- B. Designate a "Pictometry Coordinator" who will serve as the primary contact for COUNTY and Pictometry in technical, training, reporting, and other matters arising out of this Agreement, the License Agreement, and the Licensed Products;
- C. Provide Pictometry, with a copy to COUNTY, with a list indicating the names and job titles of USER employees (referred to as "Authorized Users" in the License Agreement) who will be using any Licensed Software and/or accessing the Client Image Warehouse, the particular Licensed Software to be installed on their individual workstation/computer, and the physical location, serial number, and/or other identifying information of the designated workstation/computer (referred to as "Authorized Workstations" in the License Agreement). An initial list with the aforementioned information shall be provided to Pictometry, with a copy to COUNTY, at least ten business days prior to installation of any Licensed Software (including the Electronic Field Study software). For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to COUNTY, not less frequently than at least five business days prior to the end of each calendar quarter;
- D. Provide Pictometry, with a copy to COUNTY, with a list indicating the physical location, serial number, and/or other identifying information about the server or servers on which the Client Image Warehouse and other Licensed Software and Products will be installed and the names, job titles, and telephone numbers of USER employees responsible (referred to as "Authorized Users" in the License Agreement") for that server or those servers. An initial list with the aforementioned information shall be provided to Pictometry, with a copy to COUNTY, at least ten business days prior to installation of any Licensed Software. For any and all subsequent additions, deletions, and/or other changes to the initial list, revised lists shall be provided to Pictometry, with a copy to COUNTY, not less frequently than at least five business days prior to the end of each calendar quarter;
- E. Assure that it will *only* allow its listed Authorized Users to use, operate, and/or have access to any of the Licensed Products, that it will *only* allow access to any of the Licensed Software and any Licensed Images through its listed Authorized Workstations, that it will protect Licensed Products against unauthorized use, disclosure, copying, and/or dissemination, and that it will cause all of its listed Authorized Users to comply with the provisions, terms, conditions, and limitations of the License Agreement;
- F. Direct all questions, requests, and other technical matters and issues to COUNTY's designated representatives for appropriate handling;
- G. Meet or exceed the minimum workstation and server system requirements stipulated in the License Agreement; and
- H. Inform COUNTY, in writing, at least 145 days before expiration of the initial 24-month term of the License Agreement as to whether or not it wishes to continue this cooperative endeavor and, if so, its specific Pictometry Products and Images desires and commitment to compensate COUNTY for same for an additional two-year period, keeping in mind the renewal and extension options found under paragraph 8.2 of the License Agreement.

4. Compensation

- A. For its use of all the COUNTY Licensed Images, Licensed Software, and other Licensed Products, the training, and services provided herewith, the USER shall pay SAN JUAN COUNTY a fee not to exceed Forty One Thousand Four Hundred Sixty One and 30/100 Dollars, (\$ 41,461.30), directly as detailed in Exhibit "A" attached hereto, payable:
- B. The initial \$41,461.30 annual fee payment shall be due following delivery and installation completion of the Licensed Images and applicable Licensed Software at the

USER and within 10 business days of the USER's receipt of an invoice for same from COUNTY.

5. Terms and Conditions

- A. Should any conflicts or differences in language and/or interpretation between this Agreement and applicable provisions of the License Agreement occur, the applicable provisions and language of the License Agreement shall govern.
- B. COUNTY makes no representations or warranties (oral, written or implied) concerning, nor does it accept any responsibility or liability of any kind and in any respect for, the Licensed Pictometry Products, Pictometry training, and other Pictometry products and services being made available under this Agreement, and the USER fully understands and accepts this disclaimer.
- C. The USER is responsible for all costs and obligations associated with USER personnel, facilities, computers, servers, accessories, devices, tools, software, and other tangible and intangible USER resources and property used and/or maintained in conjunction with this Agreement, and COUNTY has no responsibilities, legal, financial or otherwise, with respect thereto.
- D. This Agreement is subject to the Bateman Act and appropriation by USER's governing body. Should the governing body decline to make the required appropriations, USER's rights hereunder shall terminate.
- E. The License Agreement contains a provision for renewal. Should COUNTY elect to renew the License, USER shall have the opportunity to renew for its proportionate share of the renewal fee.

6. Term

- A. This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for the same 24-month term as the License Agreement by and between the COUNTY and Pictometry International Corp.

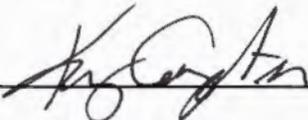
IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Agreement on the dates shown below.

SAN JUAN COUNTY, NEW MEXICO

City of Aztec, New Mexico

Authorized Signature:

Authorized Signature:



Printed Name: Kim Carpenter

Printed Name: Sally Burbridge

Title: County Executive Officer

Title: Mayor

Date: 9/8/14

Date: _____

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

BY: 

August 28, 2014

COPY

San Juan County, NM
100 South Oliver Drive
Aztec, NM 87410

Attn: Sandi Spencer, GIS Director

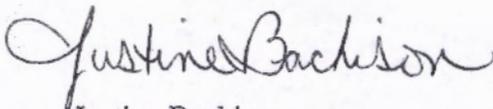
RE: **Pictometry International Corp. – San Juan County, NM**

Dear Ms. Spencer:

Enclosed is a fully executed original copy of the Amendment to License Agreement dated 11/15/2012 between Pictometry International Corp. and San Juan County, NM.

If you have any questions, please do not hesitate to call me at (585) 486-0093. Thank you.

Very truly yours,



Justine Bachison
Contract Administration

JB/mc

Enclosure

RECEIVED

SEP - 4 2014

San Juan County
Legal Department

**AMENDMENT TO AGREEMENT DATED 11/15/2012 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry")
 AND
 SAN JUAN COUNTY- NM ("Customer")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated 11-15-12 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms
 Appendix 1: Photogrammetric Product Specifications
 Appendix 2: Optional Lidar

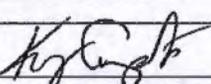
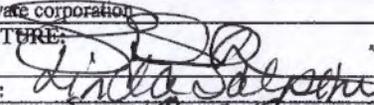
2. MODIFICATIONS TO AGREEMENT: The purpose of this Amendment is to expand the coverage area as well as upgrade the 9" imagery to 4" imagery. The Second Project has been restated as shown in Section A to reflect these changes. An optional Lidar quote is provided as well.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
100 S. Oliver Dr.	100 Town Centre Drive, Suite A
Aztec, New Mexico 87410	Rochester, NY 14623
Attn: Sandi Spencer, GIS Director	Attn: Contract Administration
Phone: (505) 334-4310 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

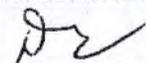
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

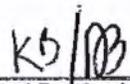
This Amendment shall become effective only upon execution by duly authorized officers of Customer and Pictometry, respectively, and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
SAN JUAN COUNTY- NM	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Kim J. Carpenter	NAME: Linda Salas
TITLE: County Executive Officer	TITLE: Sr. VP of Finance
DATE: 8-27-14	EXECUTION DATE: 8/28/14
	DATE OF RECEIPT (EFFECTIVE DATE) 8/28/14

APPROVED AS TO FORM
 SAN JUAN COUNTY ATTORNEY

BY: 

Reviewed By: 
 Central Purchasing

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C121326

BILL TO
San Juan County, NM
Sandi Spencer
100 S. Oliver Dr.
Aztec, New Mexico 87410
(505) 334-4310
sspencer@sjcounty.net

SHIP TO
San Juan County, NM
Sandi Spencer
100 S. Oliver Dr.
Aztec, New Mexico 87410
(505) 334-4310
sspencer@sjcounty.net

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A124708	bgarcia	Biennial

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1315	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$400.00	\$360.00 (10%)	\$473,400.00
40	LIDAR-LICENSED-0.5m postings (sq mi) Custom Area	LIDAR data delivered in tiled LAS format, nominal raw post spacing of 0.5m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to attached terms and conditions.	\$565.00		\$22,600.00
1315	Mosaic Standard Tiles (4in) Per Sector (True TIFF)	4-Inch GSD Mosaic Tiles in True TIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$40.00	\$10.00 (75%)	\$13,150.00
1	Contingency Funds	Funds Deposited with Pictometry for the purchase or license of future products or services during the term of the license on this order form. At end of this agreement, if requested, any remaining funds shall be credited towards a renewal agreement.	\$5,000.00		\$5,000.00
1315	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$8.00	\$2.00 (75%)	\$2,630.00
40	LIDAR-DEM and 1ft contours (sq mi)	Available with qualifying LIDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 1-foot interval in ESRI Polyline Feature Class format. Refer to attached terms and conditions.	\$65.00	\$44.98 (31%)	\$1,799.20
1315	Mosaic - Area Wide (4in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 4-Inch GSD Imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00	\$1.00 (50%)	\$1,315.00
40	LIDAR-Bare Earth XYZ (sq mi)	Available with qualifying LIDAR purchase. Additional set of tiles containing only points classified as ground in ASCII XYZ format. Points classified as ground (i.e. class 2) will be exported to XYZI ASCII text format. One output file per LAS tile is created. Deliverable is ground classified points in ASCII XYZI format tiled in same schema as base deliverable data files.	\$3.00		\$120.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$520,014.20

Thank you for choosing Pictometry as your service provider.	TOTAL	\$520,014.20
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Due at Initial Shipment of Imagery	\$260,007.10
Due at First Anniversary of Shipment of Imagery	\$260,007.10
Total Payments	\$520,014.20

PRODUCT PARAMETERS

IMAGERY - SECOND PROJECT

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector
 Ortho Tile Projection: State Plane, NAD83
 Ortho Tile Format: JPG
 Units: Feet
 Elevation Source: Pictometry on File - Pictometry on File with USGS where not available.
 Leaf: Less than 30% leaf cover (Off)
 Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mxed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

LiDAR - SECOND PROJECT

Product: LiDAR-Bare Earth XYZ (sq mi)
 Funding Source: Self-funded / None
 (see related Terms & Conditions as applicable)
 Special Instructions:

Product: LiDAR-DEM and 1ft contours (sq mi)
 Funding Source: Self-funded / None
 (see related Terms & Conditions as applicable)
 Special Instructions:

Product: LiDAR-LICENSED-0.5m postfags (sq mi) Custom Area

Funding Source: Self-funded / None
(see related Terms & Conditions as applicable)
Special Instructions:

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP Imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

LIDAR 0.5 m

This section describes the operational parameters of the ALTM Gemini that Pictometry intends to set for collection of data. Actual collection parameters may vary due to weather conditions and/or air traffic control (ATC) restrictions. Pictometry stipulates the final accuracy of the dataset regardless of actual capture parameters.

Capture Parameters (nominal) – 0.5 m postings

Flight Altitude:	500m/1600ft
Point Spacing:	0.5m
Point Density:	4 points per square meter
Pulse Repetition Freq.:	50kHz
Scan Angle (+/-):	10.1 degrees
Scan Frequency:	70.1Hz
Swath Width:	177m
Overlap:	N/A
Vertical Accuracy:	9.25 cm RMSE _z bare earth 18.2 cm NSSDA Vertical Accuracy (95% confidence) – bare earth
Horizontal Accuracy:	35cm; RMSE
Returns:	Up to four per pulse
Intensity records:	Recorded for each return
Coordinate System:	Customer preferred system and units (must be specified and approved in advance of start of work).
Filtering:	Automated methods with manual review and clean up with the following minimum performance specifications: <ul style="list-style-type: none"> • 95% of outliers removed • 95% of vegetation removed • 98% of buildings removed
Contour Interval	Meets or exceeds FEMA requirements to generate contours at a 1' interval. NOTE: While Pictometry stipulates this accuracy, independent verification of this accuracy as well as additional independent reporting is usually required to qualify for FEMA funding. Pictometry offers these services through an independent subcontractor for additional cost.

Deliverables:

- LIDAR Data
 - Tiled* LAS v1.2 files including Return Number and Intensity attribute for each return
 - Duplicate points and 95% of outliers removed
 - Ground points classified via automated methods with manual review and clean up
 - 95% of vegetation features removed
 - 98% of buildings removed
 - Buildings and vegetation not classified separately
 - **NOTE:** LIDAR data deliverables will extend approximately 200m beyond the specified project area
- Raw GPS/INS data and laser range files with supporting information
- FGDC compliant metadata
- Estimated Data Sizes: 40-50 GB per 100 square miles (approximate)

DEM Bare Earth**ESRI Terrain**

Pictometry will convert the Bare Earth classified data contained in the LAS files to ESRI Terrain data as a fundamental step toward deriving subsequent bare earth terrain products. Developing the data in this manner will significantly enhance the delivery of data to the Customer and provide maximum flexibility for future use, updates, and edits. **Standard Hydrographic Breaklines (described below) will be incorporated into all terrain deliverables.** Additional breaklines may be developed and incorporated into the terrain at any time.

Digital Elevation Models (DEMs)

The standard DEM deliverable will be assumed to have a 10-foot grid cell size unless otherwise specified by the customer. Pictometry will also develop a Hillshade from the DEM for visualization and cartographic mapping purposes.

Standard Hydrographic Breaklines

Breaklines are linear features that describe a change in the smoothness or continuity of a surface. As part of the baseline effort to create a DEM, Pictometry will develop limited 3D breaklines for water feature boundaries and wide rivers and incorporate those into the ESRI Terrain data prior to generating any derived products. Hydrographic breaklines will be delineated using the LIDAR data with elevation values assigned from the LIDAR data, using best available aerial photography and the National Hydrography Dataset (NHD) as references.

Water bodies will be defined for the purposes of this task as being larger than 5m across, or greater than one (1) acre. Breaklines delineating the edge of water will be created for all such water bodies. Breaklines will not be developed for streams less than 5m across, also referred to in NHD as 'single line streams'.

The standard for water bodies in the USGS Specification is 100ft and two (2) acres respectively. 'Hydro-flattening', as defined in the USGS Specification, will be completed at a minimum on all water bodies meeting the USGS definition. This task is intended to meet or exceed the requirements for 'Hydro-flattening' in the USGS Specification.

For flat and level water bodies (ponds, lakes), a single elevation value will be assigned to the entire polygon and/or to every bank vertex. The entire water surface edge will be at or just below the immediately surrounding terrain. For streams and rivers, breaklines indicating flat and level bank-to-bank conditions (perpendicular to the apparent flow centerline) will be created, with the gradient along the bank to follow the immediately surrounding terrain. Monotonicity will be enforced on breaklines meeting the USGS Specification. Stream and river breaklines delineating the edge of water will stop at road crossings (i.e., culvert locations).

Bare earth LIDAR points that are within the design Nominal Point Spacing (NPS) of a breakline will be re-classified as 'Ignored Ground' once the breaklines have been completed. The design NPS of a LIDAR collection is typically between 1 and 2 meters, but may be greater or less depending on the collection specifications of the project.

The identification and prioritization of additional breaklines beyond those minimally described here represents a wide range of expectations and detail depending on specific project/customer needs and intended uses. Most customized uses of breaklines are appropriate for project specific purposes, such as hydraulic modeling, construction site design or transportation engineering. As such, additional breakline development options are offered below. Additional detailed breaklines can be developed and incorporated into the terrain data at any time.

Deliverables:

Collection-wide point data (bare earth only) in ESRI multi-point format
Collection-wide Terrain Data Model (bare earth) in ArcGIS TERRAIN format
Collection-wide Digital Elevation Model (bare earth) in ArcGIS GRID format
Collection-wide polyline files in ESRI Polyline Feature Class format
Collection-wide Hillshade of the Bare earth DEM in ArcGIS format

Contours

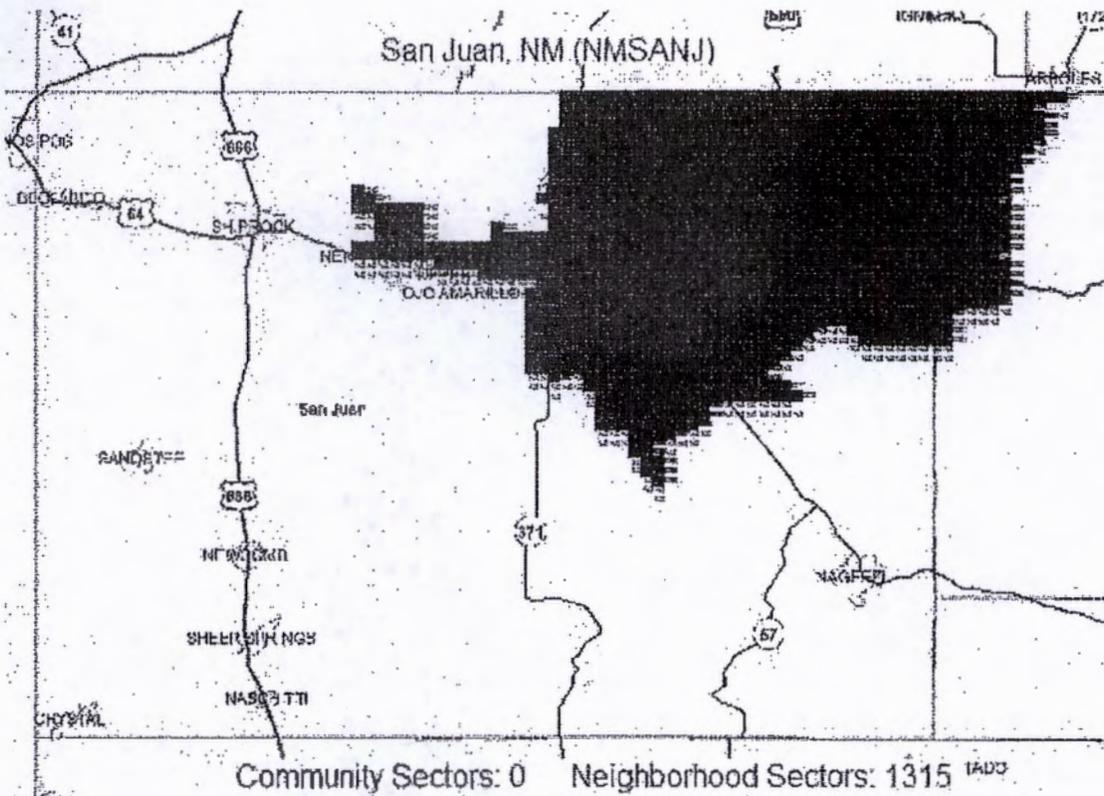
The range of available algorithms can result in significant differences in cartographic output quality for the generation of topographic contours. Some methods more accurately represent the point data, but result in a more angular and less cartographically pleasing output. Other methods will smooth the data to varying degrees but produce a much higher quality cartographic output. The customer will be given options, based on demo data, for having their collection area contours created from smoothed data or not-smoothed data.

This task will result in vector (line) data and as such, tiling the data will be required because the vector files can be quite large. The output tiling scheme will correspond to the LIDAR tiles unless the customer requests a different tiling scheme in advance. Final tiled vector data will be seamless and free of edge effects. Pictometry will establish elevation attributes to each contour line and identify 10, 20, and 50 ft. Index contours unless otherwise specified by the Customer.

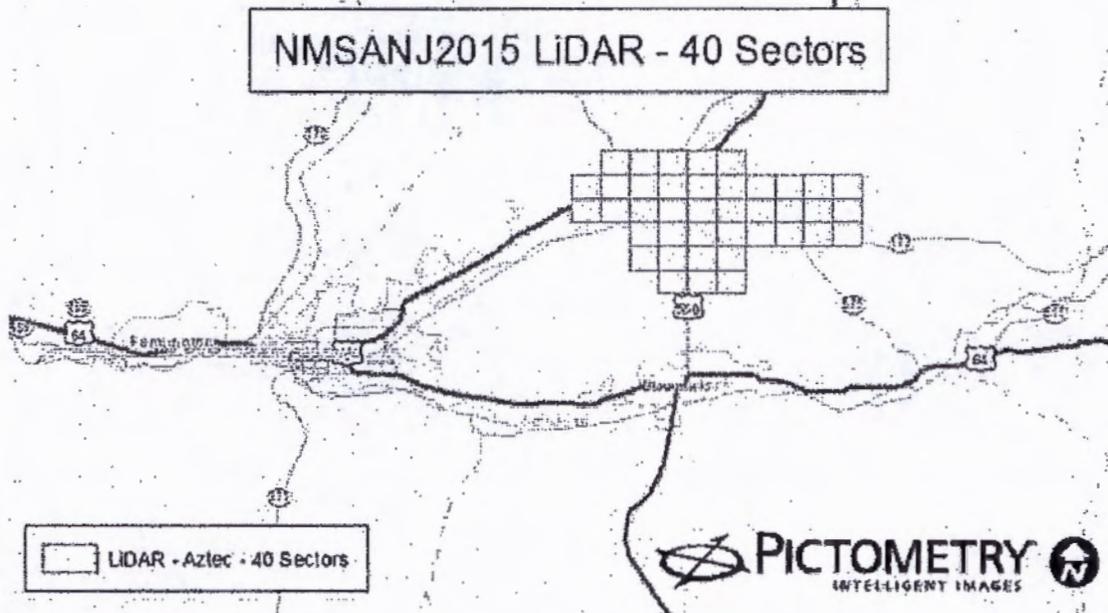
Deliverables:

Tiled 1-foot or 2-foot* contour files in ESRI Polyline Feature Class format. (*NOTE: Contours will be created at maximum resolution supported by the collection as specified in Section A.)

SECTOR MAP



LIDAR MAP



APPENDIX 2

For the Customer's convenience, included below is a quote for Lidar. This option can be added as a deliverable to the SECOND PROJECT. Should the customer elect to proceed with the option to purchase Lidar as part of their Second Project, the Customer shall submit a Letter to Pictometry signed by an Officer or an individual who has appropriate signature authority authorizing that Pictometry include these deliverables noted directly below at the prices provided and in accordance with the Amendment. Written notice from the Customer must be received ninety (90) days prior to the commencement of the Second Project. The Customer, upon notifying Pictometry and Pictometry being in receipt of the same, is thereby authorizing the inclusion of the deliverables noted below, and acknowledges that the same are offered in accordance with the Terms and Conditions of the License Agreement dated 11/15/2012 and further amended by Amendment dated 3/14/13.

SECTION A

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
76	LIDAR-Bare Earth XYZ (sq mi)	Available with qualifying LIDAR purchase. Additional set of tiles containing only points classified as ground in ASCII XYZ format. Points classified as ground (i.e. class 2) will be exported to XYZI ASCII text format. One output file per LAS tile is created. Deliverable is ground classified points in ASCII XYZI format tiled in same schema as base deliverable data files.	\$3.00		\$228.00
76	LIDAR-DEM and 1ft contours (sq mi)	Available with qualifying LIDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 1-foot interval in ESRI Polyline Feature Class format. Refer to attached terms and conditions.	\$55.00	\$44.99 (18%)	\$3,419.24
76	LIDAR-LICENSED-0.5m postings (sq mi) Custom Area	LIDAR data delivered in tiled LAS format, nominal raw post spacing of 0.5m, vertical accuracy sufficient to support optional generation of 1-ft contours (available separately). Refer to attached terms and conditions.	\$565.00		\$42,940.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00	\$0.00 (100%)	\$0.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$46,587.24
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Initial Shipment of Products	\$23,293.62
Due at first anniversary of Initial Shipment of Products	\$23,293.62
Total Payments	\$46,587.24

PRODUCT PARAMETERS

LIDAR

Product: LIDAR-Bare Earth XYZ (sq mi)
Funding Source: Self-funded / None
 (see related Terms & Conditions as applicable)
Special Instructions:

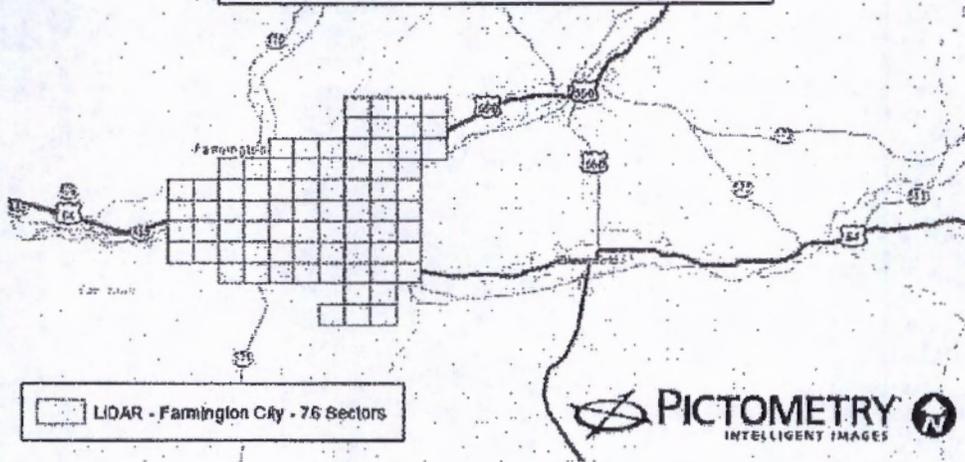
Product: LIDAR-LICENSED-0.5m postings (sq mi) Custom Area
Funding Source: Self-funded / None
 (see related Terms & Conditions as applicable)
Special Instructions:

Product: LIDAR-DEM and 1ft contours (sq mi)
Funding Source: Self-funded / None
 (see related Terms & Conditions as applicable)
Special Instructions:

* Same PHOTOGRAMMETRIC PRODUCT SPECIFICATION as provided in APPENDIX 1

LIDAR SECTOR MAP

NMSANJ2015 LIDAR - 76 Sectors



Staff Summary Report

MEETING DATE:	September 23, 2014
AGENDA ITEM:	VIII. CONSENT AGENDA (E)
AGENDA TITLE:	<u>Library Services Agreement with San Juan County</u>

ACTION REQUESTED BY:	City Manager's Office
ACTION REQUESTED:	Approval
SUMMARY BY:	Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for library services to the City for FY15. The County appropriates funds to our City for library services based on the premise that the City will provide the same level of services to County residents as we do to City residents.

PROCUREMENT / PURCHASING

None

FISCAL INPUT / FINANCE DEPARTMENT

FY15 Adopted Budget did not include this intergovernmental revenue. The receipt of these funds will reduce the need for city funds to support services for county residents.

SUPPORT DOCUMENTS:	Library Services Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Library Services Agreement
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CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of Aztec, New Mexico, a municipal corporation, hereinafter called "the City" and the County of San Juan, a political subdivision of the State of New Mexico, hereinafter called "the County".

WHEREAS, pursuant to NMSA 1978, §4-36-2 (1965), the County is authorized to appropriate funds for library services;

WHEREAS, the County does not operate library facilities for its citizens; and

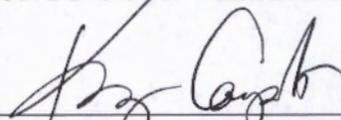
WHEREAS, the City has agreed to operate a library facility and offer library services to all residents of the County on the same basis as such services are offered to residents of the City. Additionally, this agreement will assign Legal Service Area (LSA) population allocations to San Juan County libraries in compliance with New Mexico Administrative Code (NMAC) requirements. Each San Juan County Public Library will use the most recent U.S. Census for their discreet population figures with the population within the city limits of Aztec, New Mexico allocated to the Aztec Public Library.

NOW THEREFORE, the parties mutually agree:

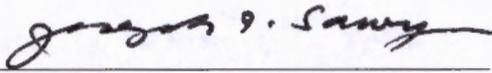
1. The City shall provide library facilities and services to County residents on the same basis and to the same extent as those provided to City residents.
2. As compensation for the above, the County agrees to appropriate the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and to pay said sum to the City as consideration for the use and services of the library facility located within the municipal limits of the City.
3. The City shall keep books and records of all expenditures made pursuant to this Agreement, and keep such books and records available for inspection and audit by the County from time to time.
4. The term of this agreement shall be one year, commencing July 1, 2014, and ending June 30, 2015. Either party may terminate this agreement on 30 days written notice to the other party. If the agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

EXECUTED the day and year set out above.

**SAN JUAN COUNTY BOARD OF
COUNTY COMMISSIONERS**

By 
Kim Carpenter, County Executive Officer

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

By: 

Reviewed By 
Central Purchasing

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

**APPROVED AS TO FORM
CITY OF AZTEC ATTORNEY**

By: _____

Staff Summary Report

MEETING DATE: September 23, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (F)
AGENDA TITLE: **Senior Citizen Services Agreement with San Juan County**

ACTION REQUESTED BY: City Manager's Office
ACTION REQUESTED: Approval
SUMMARY BY: Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

San Juan County has submitted their contract for Senior Citizen services to the City for FY15. This is the standard agreement that we have with the County to provide services to our Seniors for the upcoming fiscal year.

PROCUREMENT / PURCHASING

None

FISCAL INPUT / FINANCE DEPARTMENT

FY15 Adopted Budget did not include this intergovernmental revenue. The receipt of these funds will reduce the need for city funds to support services for county residents.

SUPPORT DOCUMENTS: Senior Citizen Services Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Senior Citizen Services Agreement

SENIOR CITIZEN SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2014, by and between San Juan County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), and the City of Aztec, a municipal corporation (hereinafter referred to as "the City").

WHEREAS, the County is authorized to contract for services to be provided to senior citizens living in San Juan County; and

WHEREAS, the City is willing and able to provide services to senior citizens living in San Juan County.

NOW, THEREFORE, it is understood and agreed as follows:

1. The City shall provide regularly scheduled services to senior citizens living within the boundaries of the City for fiscal year 2014-2015, and such services shall be comparable to those provided by the other senior citizens centers within the County.

2. Upon request by the City, the County shall provide to the City the sum of Four Thousand Fifty Dollars (\$4,050.00). This sum shall be used only to provide the services to senior citizens described herein.

3. At the conclusion of the fiscal year, the City shall forward to the County a written report detailing the services performed on behalf of senior citizens pursuant to this Agreement.

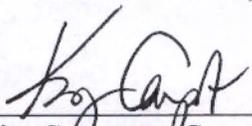
4. The City may contract with a subcontractor to provide the services described herein, but only with the express written consent of the County.

5. The City shall maintain records of all expenditures made under this Agreement, and the City's records shall be available for inspection and audit by the County during normal business hours.

6. The term of this Agreement shall be one year, commencing July 1, 2014 and ending June 30, 2015. Either party may terminate this Agreement on thirty (30) days written notice to the other party. If the Agreement is terminated, the total compensation paid shall be prorated on a monthly basis and an amount equal to the compensation for the number of months remaining in the original term shall be refunded to the County.

The foregoing being clearly understood and agreed to, this Agreement is hereby effective as of the date entered above.

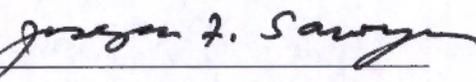
SAN JUAN COUNTY, NEW MEXICO

By 
Kim Carpenter, County Executive Officer

CITY OF AZTEC

By _____
Sally Burbridge, Mayor

**APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY**

By: 

ATTEST:

By: _____
Karla Sayler, City Clerk

Reviewed By 
Central Purchasing

**APPROVED AS TO FORM
CITY OF AZTEC ATTORNEY**

By: _____

Staff Summary Report

MEETING DATE: September 23, 2014
AGENDA ITEM: VIII. CONSENT AGENDA (G)
AGENDA TITLE: Red Apple Transit Agreement

ACTION REQUESTED BY: City Manager's Office
ACTION REQUESTED: Approval
SUMMARY BY: Sherlynn Morgan

PROJECT DESCRIPTION / FACTS

The Red Apple Transit provides public transportation services to the citizens of Aztec.

The City of Aztec and the City of Farmington have entered into this agreement for the last several years.

The agreement shall be valid until September, 30 2015

The City of Aztec will pay the City of Farmington \$19,651.12 for the annual contract. The payments will be made on a quarterly basis in the amount of \$4,912.78

PROCUREMENT / PURCHASING

None

FISCAL INPUT / FINANCE DEPARTMENT

This agreement represents a 1.5% increase from FY14. The FY15 Adopted Budget anticipated an increase and sufficient funds exist to meet the financial commitment of this agreement.

SUPPORT DOCUMENTS: Red Apple Transit Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Red Apple Transit Agreement

RED APPLE TRANSIT AGREEMENT FARMINGTON - AZTEC

The City of Aztec, New Mexico, hereinafter called Aztec, and the City of Farmington, New Mexico, hereinafter called Farmington, enter into this agreement to provide public transportation services between Aztec and Farmington.

WHEREAS, Aztec does not operate a public transportation service for citizens residing in Aztec; and

WHEREAS, Farmington provides public transportation services within the city limits of Farmington on the Red Apple Transit and wishes to extend those services to the residents of Aztec; and

WHEREAS, Farmington and Aztec desire to enter into an agreement whereby such services are provided to citizens of Aztec and desire to set forth herein their understanding and covenants concerning the services to be provided.

NOW, THEREFORE, it is mutually agreed and understood by and between the parties hereto, as follows:

1. Services. Farmington shall provide Red Apple Transit service routes to and from Aztec consisting of three daily round trips departing from the Orchard Plaza Shopping Center at approximately 6:25 a.m., 12:00 p.m. and 5:30 p.m., and connecting with three stop locations in Aztec that are designated by the Aztec City Manager. The bus transit service shall run Monday through Saturday throughout the year with the following holiday exceptions: Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

2. Effective Date and Term. This Agreement shall be effective October 1, 2014 and shall terminate on September 30, 2015.

3. Compensation. Aztec will compensate Farmington for the services rendered in the annual amount of Nineteen Thousand Six Hundred Fifty-One Dollars and 12/100 (\$19,651.12) payable in quarterly payments of Four Thousand Nine Hundred Twelve Dollars and 78/100 (\$4,912.78).

4. Purpose/Non-Discrimination. Farmington agrees to expend said funds to provide the services described herein and for no other purpose. Farmington further agrees that it shall not discriminate in the provision of services hereunder on the basis of race, creed, national origin, age, sex, or religion.

5. Independent Contractor/Indemnity. It is understood and agreed that Farmington is an independent contractor and shall not act, or represent to be acting, as an employee, agent or servant of Aztec, and Farmington further agrees to hold

Aztec harmless from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees sustained by any person or persons and resulting from Farmington's actions, omissions, or the action or omissions of its employees, agents or servants under this Agreement.

6. Termination. Either party may terminate this Agreement on thirty (30) days written notice to the other party.

The parties hereto have executed this Agreement this _____ day of _____, 2014.

CITY OF FARMINGTON

CITY OF AZTEC

By 
Robert Mayes, City Manager

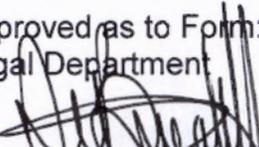
By _____
Joshua Ray, City Manager

Date: 8-21-14

Date: _____

Approved as to Form:
Legal Department

Approved as to Form:
Legal Department

By 

By _____

Date 8/15/14

Date _____

Staff Summary Report

MEETING DATE:	September 23, 2014
AGENDA ITEM:	XI. BUSINESS ITEM (A)
AGENDA TITLE:	Bid 2014-396 Pedestrian Trail Change Order #2

ACTION REQUESTED BY:	H.O. Construction
ACTION REQUESTED:	Approve Bid 2014-396 Pedestrian Trail Change Order #2 for Time Extension
SUMMARY BY:	Edward Kotyk

PROJECT DESCRIPTION / FACTS

- H.O. Construction was awarded the contract to construct the pedestrian trail from the bridge to Hampton Arroyo at the June 10th Commission meeting.
- After pre-construction meeting held on July 28th, notice to proceed with the project was issued for August 11, 2014.
- The contract stipulated a 45 day completion date (September 24, 2014) of the project.
- City staff debated the style of hand railing to be installed along the trail and as such Change Order #1 was approved at the August 25th Commission meeting.
- Subsequently the choice of galvanized hand railings has caused a delay in H.O. Construction being able to install the hand rail system (see attached request letter).
- H.O. Construction is requesting an extension until October 10, 2014 to complete the project.

PROCUREMENT / PURCHASING

None.

FISCAL INPUT / FINANCE DEPARTMENT

As per the construction contract, if substantial completion is not achieved by September 24, 2014, liquidated damages may be assessed at \$500/day. Approval of the change order request extending contract days relieves the contractor of the contractual penalty.

This project is funded 100% with city funds.

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Change Order Request Letter• Change Order Form
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Bid 2014-396 Pedestrian Trail Change Order #2 for Time Extension.



H.O. Construction, Inc.

PO BOX 9468
Albuquerque, NM 87119

September 16, 2014

Edward M. Kotyk
Project Manager
City of Aztec
505-334-7689

Re: Bid# 2014-396 Pedestrian Trail in Aztec, New Mexico.

Dear Mr. Edward M. Kotyk,

Please except this letter as a request for a time extension for project BID # 2014-396 Pedestrian Trail in Aztec, New Mexico. H.O. Construction, Inc. has until September 24, 2014 to complete project. Due to the Change Order for galvanized railing, the railing had to be sent out of state to get galvanized. We are unable to get the galvanized railing on site until October 8, 2014. This will put us into liquidated damages.

H.O. Construction, Inc. is requesting sixteen (16) calendar days to have the galvanized railing on site and install by no later than October 10, 2014.

If you should have any questions please feel free to contact us by e-mail or phone.

Sincerely,

Lissette Serrano
Office Manager
hoconstruction@msn.com
Office: 505-873-0554
Fax: 505-452-0844

Office: 505-873-0554
Fax: 505-452-0844
hoconstruction@msn.com

**CITY OF AZTEC
CONTRACT CHANGE ORDER**

Change Order Requested by (Owner – Contractor): City of Aztec – H.O. Construction

Project: Pedestrian Bridge Trail

Change Order No: 2

Date: 8/21/2014

Purchase Order No: _____

Contractor: H.O. Construction Inc.

Address: P.O. Box 9468. Albuquerque, NM 87119

Owner: City of Aztec

Address: 201 W Chaco St, Aztec, NM 87410

REVISED CONTRACT AMOUNT

1. Original Contract Amount	\$	<u>305,389.69</u>
2. Total Contract Amount Including Previously Approved Change Orders (increase and/or deductions, including Tax)	\$	<u>305,389.69</u>
3. Amount of this Order (Estimated) or (Firm) (Including Tax)	\$	<u>1,897.50</u>
4. Total Revised Contract Amount to Date (Including Tax)	\$	<u>307,287.19</u>
5. Monetary Basis of Change Order		

A. Unit Bid Price _____

B. Cost Plus _____% (Percentage to be filled in by Owner) _____

(Note: Items 2-5 Incl., to be filled in only if Change Order involves a monetary change.)

6. Original Contract Completion Date	<u>45</u>	calendar days from notice to proceed
7. New Completion Date Due to this Change Order (Oct 10, 2014)	<u>16</u>	calendar days from end of 45 days

REASONS FOR CHANGE ORDER INCLUDING ESTIMATED OR FIRM COST BREAKDOWN
(See attached sheets _____ to _____).

The work covered by this order shall be performed under the same terms and conditions as that included in original contract.

CHANGE ORDER ACCEPTED AND APPROVED

By: _____ Date: _____
Contractor

CHANGE ORDER RECOMMENDED

By: _____ Date: _____
Engineer

CHANGE ORDER APPROVED

By: _____ Date: _____
Mayor, City of Aztec